

CA104059

**SHELBY COUNTY BOARD OF COMMISSIONERS  
AGENDA ROUTE SHEET**

Referred to Commission Committee (name) \_\_\_\_\_

For Commission Action on (date) \_\_\_\_\_

**DESCRIPTION OF ITEM:**

**RESOLUTION TO APPROVE A CONTRACT EXTENSION WITH CASTO  
INFORMATION MANAGEMENT SYSTEMS INC., FOR INTEGRATED DOCUMENT  
MANAGEMENT SYSTEM FOR THE CRIMINAL COURT CLERK.  
SPONSORED BY COMMISSIONER CHISM.**

**CHECK ALL THAT APPLY BELOW:**

  X   This Action does NOT require expenditure of funds.

       This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ \_\_\_\_\_ : County CIP Funds: \$ \_\_\_\_\_

State Grant Funds: \$ \_\_\_\_\_ : State Gas Tax Funds: \$ \_\_\_\_\_

Federal Grant Funds: \$ \_\_\_\_\_

Other funds (Specify source and amount): \$ \_\_\_\_\_

Other pass-thru funds (Specify source and amount): \$ \_\_\_\_\_

**Originating Department:**   CRIMINAL COURT CLERK  

**APPROVAL:**

Dept. Head: \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
(Type your name & phone #.) (Initials) (Date)

Elected Official:   William R. Key 545-5040   \   w/rk   \   06/24/09    
(Type your name & phone #.) (Initials) (Date)

Division Director: \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director:   Mike Swift   \   MAS   \   6/25/09    
(Type your name & phone #.) (Initials) (Date)

Finance Dept.:   Mike Swift   \   MAR   \   6/25/09    
(Type your name & phone #.) (Initials) (Date)

County Attorney:   Lisa Kelly   \   LK   \   6/25/09    
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor:   James F. Huntzicker 545-4514   \   JFH   \   6/24/09    
(Type your name & phone #.) (Initials) (Date)

## SUMMARY

### I. Description of Item

RESOLUTION TO APPROVE A CONTRACT EXTENSION WITH CASTO INFORMATION MANAGEMENT SYSTEMS INC., FOR INTEGRATED DOCUMENT MANAGEMENT SYSTEM FOR THE CRIMINAL COURT CLERK. SPONSORED BY COMMISSIONER CHISM.

### II. Source and Amount of Funding

FUNDING PREVIOUSLY PROVIDED FROM CIP.

### III. Contract Items

A. Type of Contract - Document Management System

B. Terms - Consultant will submit monthly invoices

### IV. Additional Information Relevant to Approval of this Item

Exercising one of five consecutive one-year options to renew

Item # \_\_\_\_\_

Prepared by: William R. Key, Clerk

Approved by: \_\_\_\_\_  
County Attorney

**RESOLUTION TO APPROVE A CONTRACT EXTENSION WITH CASTO  
INFORMATION MANAGEMENT SYSTEMS INC., FOR INTEGRATED DOCUMENT  
MANAGEMENT SYSTEM FOR THE CRIMINAL COURT CLERK. SPONSORED BY  
COMMISSIONER CHISM**

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**WHEREAS**, The Office of the Criminal Court Clerk has an ongoing need for document management consulting services, software, documentation, training and hardware for the purpose of providing document management automation for various aspects of the operations of the Criminal Courts; and

**WHEREAS**, The Office of the Criminal Court Clerk previously entered into an Agreement dated October 15, 2004, with Casto Information Management Systems for document management consulting services, software, documentation, training and hardware for document management automation in the Criminal Court Clerk's Office; and

**WHEREAS**, Said Agreement was for an initial term from October 15, 2004 through June 30, 2005 with the option to renew for five (5) additional one-year periods, upon mutual written consent of the parties; and

**WHEREAS**, the parties most recently amended the Agreement by written instrument on June 16, 2008, exercising one of five (5) consecutive one-year options to renew; and

**WHEREAS**, the parties now desire to enter into this Amendment to renew the Agreement for an additional one-year period, beginning July 1, 2009, and continuing through June 30, 2010; and

**WHEREAS**, Funds in the amount of \$282,900.00 have previously been encumbered in FY2007-2008 CIP Project number 101737 Criminal Court Clerk Integrated Document Management System and funds from this encumbrance remain available for this project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE**, That the contract Amendment to renew for the period of July 1, 2009 through June 30, 2010 for consulting services from Casto Information Management Systems Inc. is hereby approved.

**BE IT FURTHER RESOLVED**, That the County Mayor is hereby authorized to execute the contract on behalf of Shelby County Government an executed copy of which is to be placed on file in the Purchasing Department.

\_\_\_\_\_  
A.C. Wharton  
County Mayor

Date: \_\_\_\_\_

Attest:

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Clerk of County Commission



## MEMORANDUM

May 18, 2009

TO: Shelby County Board of Commissioners

FROM: The Technology Coordination Office (TCO)

SUBJ: Contract Renewal for Criminal Court Clerk Document Management Services

In June of 2008, the Board of Commissioners approved \$282,900 in CIP funds for the completion of development work for document management enhancements and new applications development in the Criminal Court Clerk's office. (Attached is the TCO opinion recommending that expenditure.)

During FY2009, there were delays in project implementation due to the short-term unavailability of both the vendor representative (Casto Information Management Systems, Inc.) and Shelby County personnel. This has pushed full implementation into FY2010, thereby requiring an extension to the contract. The estimated completion date for two key components of the project (Grand Jury automation and e-log applications) is six months from contract execution. The remaining components will be accomplished prior to the end of the fiscal year.

NO ADDITIONAL FUNDS ARE BEING REQUESTED.

The TCO has monitored the progress of project deliverables and is satisfied that project goals are being achieved and estimated cost saving will be fully realized. We therefore **RECOMMEND** the contract extension be approved.



Marc Johnson  
for the Technology Coordination Office

TECHNOLOGY COORDINATION OFFICE

**Review and Opinion Regarding the Proposed Contract Renewal for Document Management  
Services - Criminal Court Clerk's Office**

**June 2, 2008**

**SPONSOR:** Jack Applegate  
Manager – Information Services  
Criminal Court Clerk's Office  
(901) 545-5024

**Cost Summary:**  
**FY 2008**

**C.I.P.**  
**\$ 282,900**

**FY 2008 Budget Impact  
Budgeted?**

**YES**

**VENDOR: Casto Information Management Systems, Inc.**

**This proposal is to renew the existing contract directed at the creation of an integrated document management system. Total three-year project cost, including \$540,600 approved for phases 1 & 2, is \$823,500.**

**OVERVIEW:**

In October of 2004, the Criminal Court Clerk Office entered into a contract with Casto Information Management Systems, Inc. (hereinafter 'CIMS') for consulting and software development services, as well as the purchase of related hardware and software, which encompassed a broad array of document management projects. The agreement allowed for five one-year renewals, subject to funding and mutual agreement of both parties. The project was to be completed in three phases. Expenditures to date have been primarily for hardware purchases (scanners and desktop computers) and software licenses. Much of the requested additional funding will be for development costs.

**OPINION: RECOMMENDED**

**BUSINESS NEED:**

The Criminal Court Clerk is the keeper of records for all State Criminal Court cases in Shelby County which involves extensive paperwork to report filings and dispositions to numerous state, county and federal criminal justice agencies. The development and implementation of document management and workflow software is essential to workforce productivity and the ability to respond to growing business process demands. Automated forms, scanning and other workflow tools are directed, ultimately, at manpower reductions through incremental productivity and process improvements. There is no viable near-term alternative to continuation and completion of this project via the renewal of the contract for one additional year.

Of particular interest is the Grand Jury automation project component, which will automate and randomly assign cases to the ten divisions of Criminal Court. This will protect the Criminal Court Clerk in the processing of Not In Custody (sealed) Indictments. The current manual assignment of cases results in foreknowledge of the warrant to be issued, which has occasioned lawsuits filed against the Criminal Court Clerk's office. Automation will significantly reduce potential exposure to such lawsuits in the future.

## **VALUE FOR THE FINANCIAL OUTLAY:**

Productivity saving resulting from project implementation to date have been demonstrated. As one example, the manually intensive function of generating court minutes has been automated and the before-and-after results closely monitored. Clerk hours freed for the performance of other duties translate to ongoing savings of \$45,000 annually. Criminal Court Clerk management states that progress to date in developing e-log applications has yielded a significant reduction in man-hours associated with locating, copying, logging, boxing, and labeling functions, as well as postage costs, that have enabled the elimination of five deputy clerk positions over the past three years. This equates to an annual savings of approximately \$200,000. (The planned e-log web interface should yield similar productivity benefits.)

The Technology Coordination Office (TCO) believes these savings estimates to be credible and in line with industry wide results from the implementation of office automation and document management systems.

## **DUE DILIGENCE:**

TCO has carefully reviewed the detailed project plan with sponsoring management to ensure these development efforts do not preclude nor materially add to the cost of potential County-wide document management recommendations that may result from the IT enterprise planning that is currently underway. A vendor-developed web service layer around JSS can be reused if the County implements an alternative case management system to replace JSS will mitigate any such risks.

## **STRATEGIC FIT:**

Continuing use of outside consulting services for the County-wide document management development and support is consistent with near-term strategy. The TCO will continue to assess the potential for cost effective alternatives on a project-by-project basis as a long range IT strategy continues to take shape.

## **INFORMATION SECURITY CONSIDERATIONS:**

The vendor is well-established, with a record of productive working relationships with the County. The contract with this vendor clearly enforces a due-care requirement to maintain the confidentiality and security of data. As such, risks of this type appear to be managed adequately, provided the Criminal Court Clerk office adheres to standard security 'best practices' to maintain and monitor its security.

Marc Johnson  
for the Technology Coordination Office



**GRATUITY DISCLOSURE FORM****Shelby County Ethics Commission**

**INSTRUCTIONS:** This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

Ren Costa

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A





7. DESCRIPTION OF THE GRATUITY

N/A  
\_\_\_\_\_  
\_\_\_\_\_

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A  
\_\_\_\_\_

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Ron Costa  
Signature

4/30/2009  
Date

Ron Costa  
Print Name

*A copy of your completed form will be placed on the Shelby County Internet website.*

DATE (MM/DD/YYYY)  
5/19/09**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

## PRODUCER

J Smith Lanier & Co-Huntsville  
P. O. Box 6087  
Huntsville, AL 35813-0087  
256 890-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

CIMS, Inc.  
P O Box 14097  
Huntsville, AL 35815

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Insurance Group

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	21SBAUG9857	09/23/08	09/23/09	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	21SBAUG9857	09/23/08	09/23/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WECLO4876	09/23/08	09/23/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$500,000
					E.L. DISEASE - POLICY LIMIT \$500,000
A	OTHER E&O Liabilit	21SBAUG9857	09/23/08	09/23/09	\$1,000,000/\$2,000,000 \$5,000. ded. Claims Made form

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

30 days notice of cancellation is given except for non-payment of premium which remains at 10 days.

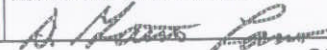
## CERTIFICATE HOLDER

Shelby County Criminal Court  
Attn: Jack Applegate  
201 Poplar Ave., Room 401  
Memphis, TN 38103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between SHELBY COUNTY GOVERNMENT (hereinafter "COUNTY") and CASTO INFORMATION MANAGEMENT SYSTEMS, INCORPORATED (hereinafter "CIMS").

WHEREAS, the parties previously entered into an Agreement (hereinafter "Agreement") dated October 15, 2004, for document management consulting services, software, documentation, training and hardware for document management automation in the Criminal Court Clerk's Office; and

WHEREAS, said Agreement was for an initial term from October 15, 2004 through June 30, 2005 with the option to renew for five (5) additional one-year periods, upon mutual written consent of the parties; and

WHEREAS, the parties most recently amended the Agreement by written instrument on June 16, 2008, exercising one of five (5) consecutive one-year options to renew; and

WHEREAS, the parties now desire to enter into this Amendment to renew the Agreement for an additional one-year period, beginning July 1, 2009, and continuing through June 30, 2010.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby amended to renew said Agreement for the period beginning July 1, 2009, to June 30, 2010.
2. Except as amended, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.



APPROVED AS TO FORM  
AND LEGALITY:

SHELBY COUNTY GOVERNMENT

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

\_\_\_\_\_  
A C WHARTON, JR.  
MAYOR

**CASTO INFORMATION MANAGEMENT SYSTEMS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the \_\_\_\_\_, the within named bargainor, a corporation, and that he as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_